man and a member of the ship's crew and as such entitled to such care, even though in fact he was hired and paid by the Marconi Company and was on board pursuant to a contract between it and the ship owners. *The Buena Ventura,* (D. Ct. S. D. N. Y., 1916), 243 Fed. 797.

This case appears to be the first case determining whether a wireless telegraph operator is a seaman, but seems to be a logical application of the general rules laid down by former cases. In *The Chicago,* 235 Fed. 538, it was held that a person contracting to work for another for hire and incidentally rendering services upon a vessel is not a seaman if the services are not to be rendered to the vessel or charterer as such, while in *The Marie,* 49 Fed. 286, the rule is that the crew of a vessel in a general sense comprises all persons who in pursuance of *some contract* or *arrangement* with the owner are on board the same, aiding in the nagivation thereof. In the principal case it should be noted that although the operator was under contract with the Marconi Company he was required to sign the ships articles, was there in pursuance of some arrangement with the owner of the vessel, was under his orders and that his services were rendered in aid of navigation thereof, since his presence increases the safety of the vessel in times of danger. The broadest principle however that has yet been recognized is that the service rendered must be necessary or at least contribute to the *preservation* of the vessel or of those whose labor and skill are employed to navigate her. *Trainer* v. *The Superior,* Fed. Cas. No. 14,136. Thus a carpenter is required for the preservation and repair of the ship in case of accident, a cook to feed the crew and a physician to administer to the sick. It might also be said that a wireless operator is needed for protection of both the vessel and those engaged in her operation. Every service which contributes in contemplation of law to the management, safety, or benefit of vessel has a maritime character and privilege. *D. C. Salisbury,* Fed. Cas. No. 3694. The word *seamen* has been enlarged so as to include bartenders, *The J. S. Warden,* 175 Fed. 314; fishermen, *Carrier Dove,* 97 Fed. 111; pursers, *Spinetti,* v. *The Atlas Steamship Co.,* 80 N. Y. 71; cooks, *Lawson* v. *The James H. Shrigley,* 50 Fed. 287; coopers, *U. S.* v. *Thompson,* Fed. Cas. No. 16,492; pilots, deck hands, engineers, firemen, *Wilson* v. *The Ohio,* Fed. Cas. No. 17,825; and others, but not to include musicians, *Trainer* v. *The Superior,* (*supra*), servants of the master, *Sunday* v. *Gordon,* Fed. Cas. No. 13,616, and masters, *Grennell* v. *The John A. Morgan,* 28 Fed. 895.

TORTS—INTERFERENCE WITH EMPLOYMENT—RIGHT TO STRIKE—SECONDARY STRIKE.—Defendant, Brotherhood of Carpenters, in order to enforce a union rule prohibiting its members from working with non-union men or upon materials made in shops employing non-union men, sent out a circular letter warning owners, contractors, and builders not to secure materials made in non-union shops or defendant's men would refuse to work on them. Plaintiff conducted an open shop for the manufacture of building materials. *Held,* that defendant's acts were not illegal and would not be restrained. *Bossert* v. *Dhuy,* (New York Ct. of App., 1917), THE DAILY RECORD, Rochester-Syracuse, October 15-16, 1917.

The instant decision affirms *National Protective Association* v. *Cumming,* 170 N. Y. 315, and fully commits the New York courts to the doctrine that a strike primarily for the betterment of the union or its members is legal, even though directed against third parties with whom the union has no trade dispute. Upon the point here involved, that is, whether it is legal to strike against A., with whom there is no dispute, in order thus indirectly to enforce demands against B., there is a sharp conflict of authority. The courts supporting the doctrine of the instant case base their decision largely on the ground that whatever an individual workman may lawfully do laborers in combination may also lawfully do; that they may quit when they see fit, with or without reason, so long as no contract is broken, and so long as the act is not done with malice; that it is not illegal to refuse to allow union members to work with non-union men, and that, by the same reasoning, it is not illegal to refuse to allow union members to work upon materials furnished by non-union shops, since such action has relation to work to be performed by the men and directly affects them. *Parkinson Company* v. *Building Trades Council,* 154 Cal. 581; *State* v. *Van Pelt,* 136 N. Car. 633. The opposite view is supported by Lord Macnaghten, in *Quinn* v. *Leathem,* [1901], A. C. 495, not on the ground of malicious intention, "but on the ground that a violation of legal right committed knowingly is a cause of action, and that it is a violation of legal right to interfere with contractual relations recognized by law if there be no sufficient justification for the interference". The TRADE DISPUTES ACT of 1906 (6 Edw. 7, c. 47) seems to have changed the rule in England. Several American courts, however, still hold squarely that labor unions shall not strike against persons with whom they have no trade dispute. *Burnham* v. *Dowd,* 217 Mass 351; *Pickett* v. *Walsh,* 192 Mass. 572; *Plant* v. *Woods,* 176 Mass. 492; *Purvis* v. *United Brotherhood,* 214 Pa. St. 348; *Gatzow* v. *Buening,* 106 Wis. 1. See, also, 16 MICH. L. REV. 57.